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land and in a building owned by defendant, but before it had been fully tested a creditor of defendant levied upon it and the land upon which it stood. Held, that title to the mill never having passed to defendant, such creditor acquired no interest in it.

Specific Performance by Part Owner—Sale by Agent.—*Cochran v. Blount et al.*, 16 Supreme Court Rep. 454. L, a part owner of a tract of land, placed the property in the hands of an agent for sale. The agent made a contract of sale which was approved by L and by some of the part owners. The other owners refused to sanction it and thereupon L withdrew his approval. The purchaser then brought suit against L to obtain specific performance. Held, that a decree of specific performance could not be granted unless it were shown that L held himself out to the agent as full owner or as authorized to dispose of the shares of the others.

PARTNERSHIP.

Partnership—When Exists.—*State Bank of Luskton v. O. S. Kelley Co.*, 66 N. W. Rep. 619 (Neb.). Where two farmers purchased a threshing machine, paying for the same by joint and several notes and jointly used the machine in threshing grain for others, it was held that the evidence warrants the conclusion of joint ownership rather than partnership.

Partnership—What Constitutes.—*Stratton v. O'Conner et al.*, 34 S. W. Rep. 158 (Texas). Cattle were furnished by defendant to another at a fixed valuation upon an agreement that the latter should care for and keep them for four years when they should be sold, their cost repaid to defendant and the remaining profits or loss, if any, should be shared equally. Held, that the arrangement constituted a partnership and defendant was liable for the indebtedness incurred by his partner in keeping the cattle.

Partnership—Order of Supersedeas—Contempt of Court.—*Silliman et al. v. Whitmer et al.*, 34 Atl. Rep. 56 (Penn.). A partner who is served with a supersedeas order staying operations which are in charge of another partner, is guilty of contempt of court if he fails to transmit the order to the partner in charge.

Partnership—Accounting by Survivor.—*Little v. Caldwell*, 44 Pac. Rep. 340 (Cal.). Two law partners made a written contract to conduct certain litigation for fifteen per cent of the amount recovered, which was afterwards modified by parol to the extent that the clients should defray part of the expense of the suit.